

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

MERISTAR MANAGEMENT COMPANY, LLC^{1/}

Employer

and

HOTEL AND RESTAURANT EMPLOYEES, LOCAL 25,
AFL-CIO

Petitioner

Case 5-RC-15093

DECISION AND DIRECTION OF ELECTION

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended, a hearing was held before a hearing officer of the National Labor Relations Board; hereinafter referred to as the Board.

Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its authority in this proceeding to the undersigned.

Upon the entire record in this proceeding, the undersigned finds:

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.
2. The Employer is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein.^{2/}
3. The Petitioner involved claims to represent certain employees of the Employer.
4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.
5. The following employees of the Employer constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:^{3/}

All housekeeping department employees of the Employer, including housekeepers, room attendants, housemen, turn-down attendants, lobby attendants, and laundry attendants working at the Georgetown Inn and the Latham Hotel in Washington, D.C., but excluding all other employees, guards, and supervisors as defined in the Act, as amended

DIRECTION OF ELECTION

An Election by secret ballot shall be conducted by the undersigned among the employees in the unit(s) found appropriate at the time and place set forth in the notice of election to be issued subsequently, subject to the Board's Rules and Regulations. Eligible to vote are those in the unit(s) who were employed during the payroll period ending immediately preceding the date of this Decision, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Also eligible are employees engaged in an economic strike that commenced less than 12 months before the election date and who retained their status as such during the eligibility period and their replacements. Those in the military services of the United

States may vote if they appear in person at the polls. Ineligible to vote are employees who have quit or been discharged for cause since the designated payroll period, striking employees who have been discharged for cause since the strike began and who have not been rehired or reinstated before the election date, and employees engaged in an economic strike that began more than 12 months before the election date and who have been permanently replaced. Those eligible shall vote whether or not they desire to be represented for collective-bargaining purposes by

HOTEL AND RESTAURANT EMPLOYEES, LOCAL 25, AFL-CIO

LIST OF VOTERS

To insure that all eligible voters have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to a list of voters and their addresses that may be used to communicate with them. *Excelsior Underwear, Inc.*, 156 NLRB 1236 (1966); *N.L.R.B. v. Wyman-Gordon Co.*, 394 U.S. 759 (1969). Accordingly, it is directed that an eligibility list containing the *full* names and addresses of all the eligible voters must be filed by the Employer with the Regional Director within 7 days from the date of this Decision. *North Macon Health Care Facility*, 315 NLRB 359 (1994). The Regional Director shall make the list available to all parties to the election. No extension of time to file the list shall be granted by the Regional Director except in extraordinary circumstances. Failure to comply with this requirement shall be grounds for setting aside the election whenever proper objections are filed.

Your attention is directed to Section 103.20 of the Board's Rules and Regulations, a copy of which is enclosed. Section 103.20 provides that the Employer must post the Board's official Notice of Election at least three full working days before the election, excluding Saturdays and Sundays, and that its failure to do so shall be grounds for setting aside the election whenever proper and timely objections are filed.

RIGHT TO REQUEST REVIEW

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street, NW, Washington, D.C. 20570-0001. The request must be received by the Board in Washington by **October 16, 2000**.

Dated October 2, 2000
at Baltimore, Maryland

Acting Regional Director, Region 5



1/ The petition was amended at the hearing to reflect the Employer's correct name, Meristar Management Company, LLC.

2/ Meristar Management Company, LLC (the Employer), is a Delaware corporation engaged in the business of managing hotels at various facilities nationwide, including the Georgetown Inn and the Latham Hotel located in Washington, D.C.

3/ Hotel and Restaurant Employees, Local 25, AFL-CIO (the Petitioner or the Union), filed a petition -- amended at the hearing -- seeking to represent a unit of 14 employees: all employees within the housekeeping department, including housekeepers, housemen, turn-down and lobby attendants working at the Georgetown Inn, excluding all other employees employed by the Employer, guards, and supervisors as defined in the Act.

There is no history of collective-bargaining between the Petitioner and the Employer.

DISPUTED ISSUE

The Employer contends that the only appropriate unit is a multi-facility unit including the housekeepers from the Georgetown Inn and the housekeepers from the Latham Hotel. There are approximately 41 employees in the Employer's proposed unit.

COMPANY STRUCTURE AND DESCRIPTION OF BUSINESS

The Employer is one of the largest independent hotel management companies in the world. The Petitioner seeks to represent housekeeping employees working at one of the hotels managed by the Employer, the Georgetown Inn. The Georgetown Inn is a 96-room hotel located at 1310 Wisconsin Avenue, NW, in the Georgetown neighborhood of Washington, D.C. Its focus is on upscale corporate transient and upscale leisure transient markets, with some corporate and leisure group business. The departments operating at that hotel are the desk, bell valet, housekeeping, and engineering departments. The Georgetown Inn maintains an occupancy rate of approximately 80 percent annually, and the room rack rate is \$235 for a typical room during peak season.

The Employer also manages the Latham Hotel, which also is located in Georgetown, at 3000 M Street, NW, approximately three blocks from the Georgetown Inn. The Latham Hotel has 143 rooms, and focuses on the same markets as the Georgetown Inn. Its occupancy rate is 78 to 80 percent annually, and its room rack rate is the same as that at the Georgetown Inn. The departments operated at the Latham Hotel are front desk, bell valet, housekeeping (including laundry), sales, accounting, human resources, food and beverage, and engineering.

Since December 1999, James Birmingham has been the General Manager of the Latham and Georgetown Inn Hotels. He reports to the Employer's Area Director for Washington, D.C. and Northern Virginia. Birmingham's duties include overseeing both hotels. His office is located at the Latham Hotel, but he spends about 20 percent of his time at the Georgetown Inn and spends 40 to 45 percent of his working time on matters relating to it, with the remainder of his time devoted to the Latham Hotel. Typically, when traveling between the hotels,

Birmingham walks. His performance is assessed by the Employer on the basis of the financial performance of both hotels combined, as well as guest satisfaction and associate opinion survey scores for both hotels.

The Latham and Georgetown Inn Hotels share various managers whose offices are located at the Latham Hotel. Thus, there is one acting controller, one director of sales and marketing, one human resources manager, one chief engineer, and one executive housekeeper. There are no employees with offices at the Georgetown Inn who work in the sales and marketing department, and the human resources manager is the only person with responsibilities in that area. The Employer operates a restaurant at the Latham Hotel called Citronelle. Its general manager is Niall Freyne, who also is the assistant general manager of the Latham and Georgetown Inn Hotels, and the lead area food and beverage director for the Employer. The food and beverage department at the Georgetown Inn is operated by a separate company. The hotel manager at the Georgetown Inn, Jonathan Rundlett, also serves as the rooms division manager for both hotels. His office is located at the Georgetown Inn. The assistant chief engineer, Jerome Jenkins, works primarily at the Georgetown Inn, but also performs some of his duties at the Latham Hotel. Each of the two hotels has a front office manager who reports to Jonathan Rundlett in Rundlett's capacity as rooms division manager. The strategic direction of both hotels is planned by an executive committee composed of Birmingham, the controller, the director of sales and marketing, Jonathan Rundlett, Niall Freyne, Human Resources Manager Mia Cederberg, and the chief engineer.

General Manager Birmingham has instituted a manager on duty program to ensure that there always is a manager available to handle issues concerning employees, guests, and safety at both hotels. The manager on duty must perform various duties specified on a checklist at both hotels. The managers of most departments participate in the program. In addition, Birmingham has instituted a lobby coverage program to provide additional managerial assistance during peak hours from 7:00 a.m. to 8:30 a.m., and from 5:30 p.m. to 7:30 p.m. All of the managers participate. For example, Executive Housekeeper Jonathan Coleman reports to the Georgetown Inn lobby every Tuesday morning, and the sales department must send a representative there every Tuesday evening.

The two hotels share one computer system, located at the Latham Hotel, which is not used by any other property managed by the Employer. That system is used for reservations and billing. A central reservations office, located at the Latham Hotel, handles all reservations for both hotels. No employees located at the Georgetown Inn take calls for reservations. Rather, all incoming telephone calls regarding reservations that are received at the Georgetown Inn are transferred to the reservations office at the Latham Hotel. Furthermore, there is one "1-800" telephone number that is shared by both hotels, but not by any other Employer-managed property. Also, there is a local telephone number for sales and catering at both hotels, as reflected on a piece of stationary in evidence that contains the names and addresses of both hotels. In addition, all mail addressed to the Georgetown Inn is delivered to the Latham Hotel by the United States Postal Service, where an administrative assistant separates it. Mail for guests of the Georgetown Inn is delivered to that hotel, but all mail concerning sales, accounting, or billing is delivered to the appropriate office at the Latham Hotel. Invoices relating to the Georgetown Inn never are taken to that hotel. The night audits for both hotels are performed at

the Latham Hotel; a security employee brings the paperwork from the Georgetown Inn to the Latham Hotel by foot every evening. Unlike other hotels managed by the Employer, the Georgetown Inn and the Latham Hotel share equipment and machinery, such as roll-away beds, wet vacs, generators, and office supplies, without accounting for the exchanges through a charge-back procedure.

Bonuses for the managers of both hotels are based on revenues and profits of both hotels combined. The Georgetown Inn and the Latham Hotel are referred to together, by the Employer, as its Georgetown operations. The two hotels have a "Manager of the Quarter" program through which managers recognize their colleagues from a pool of nominees from both hotels combined. Daily operations meetings are conducted at the Latham Hotel at 8:30 a.m. each morning, at which Georgetown Inn managers participate by telephone or in person. In addition, there is a managers' staff meeting each Thursday to review the level of business anticipated in the near future, and to discuss various issues; the most senior manager from each department at both hotels attends. The Employer conducts property reviews for all hotels it manages. The Georgetown Inn and the Latham Hotel do not receive separate reviews. Instead, they receive one review for both hotels combined.

The Employer's hiring process with respect to the Georgetown Inn and Latham Hotels begins with the applicant filling out an application form that is used at both hotels. Human Resources Manager Mia Cederberg then conducts a screening interview, which is followed by an interview with the appropriate department manager. When that part of the process yields a final candidate, General Manager Bermingham conducts a final interview before a job offer is made. Bermingham interviews all successful candidates and has the final decision-making authority for all hiring at both hotels. Newly hired employees are told that they may be required to work at both hotels. Newly hired employees from both hotels attend an orientation program together. Also, the same employee handbook is used at both hotels.

Potential applicants for jobs at any of the hotels managed by the Employer can learn about openings by calling a telephone system referred to as "Selectech." Openings at the Georgetown Inn and the Latham Hotel are listed together, contrary to openings at the other properties.

General Manager Bermingham has the final authority with respect to all terminations at both hotels. Furthermore, Human Resources Manager Mia Cederberg is present during all terminations. All employees at both hotels are subject to the same progressive discipline procedure consisting of counseling, verbal warning, written warning, suspension, and termination. The immediate supervisors administer the discipline through the written warning stage by dealing with the employees directly. Cederberg takes part in the written warning stage by talking to the supervisors, and also participates in the more serious stages. In addition, Executive Housekeeper Coleman has some involvement in the suspensions and terminations of room attendants at both hotels. All personnel files for both hotels are kept at the Latham Hotel.

Housekeeping department employees at both hotels work under the same wage scales that were developed by Bermingham and Cederberg. There are three categories of wages within that department, that is, the hire rate; the job rate, which begins after six months; and the cap rate for

each position. The three-category system also is used for parking, valet, and bell employees, and the same wage rates are paid to all of those job classifications at both hotels. The employees receive their paychecks at the hotels where they usually work. The paychecks contain the name of the Employer, and not the name of the hotel where the employee works. All housekeeping department employees at both hotels receive the same benefits. Employees of the Georgetown Inn and the Latham Hotel are invited to the same employee picnics and holiday parties, to which other employees of the Employer are not invited. An employee-of-the-month program exists, through which two employees are selected for recognition from a pool of employees working at both hotels.

The executive housekeeper for both hotels is Jonathan Coleman, who assumed that position in February 2000 and who reports to Jonathan Rundlett. Prior to that time, the Employer did not have an executive housekeeper with responsibilities at both hotels. Coleman spends about 70 percent of his time at the Latham Hotel where his office is located, and about 30 percent of his time at the Georgetown Inn, where he uses the housekeeping office there. The assistant executive housekeeper, Silvia Alaoui, works at both properties. Two housekeeping supervisors, Alex Donker and Mayilah Kargbo, work primarily at the Latham Hotel, but occasionally work at the Georgetown Inn. Two other housekeeping supervisors, Eric Jackson and Zoila Bautista, are assigned to the Georgetown Inn. Jackson works at the Latham Hotel occasionally, and Bautista spent most of her time during the three-week period preceding the hearing at the Latham Hotel for cross-training purposes. The Employer has plans to cross-train the other three housekeeping supervisors, as well.

The housekeeping department includes the laundry functions of both hotels. With the exception of a few small machines located at the Georgetown Inn, all of the laundry facilities and equipment are located at the Latham Hotel. Housekeeping Supervisor Alex Donker oversees the laundry operations for both hotels. Donker often goes from the Latham Hotel to the Georgetown Inn three to four times per day to ensure that linen from the Georgetown Inn is properly transported. Three to six times per day, dirty linen from the Georgetown Inn is transported to the Latham Inn in a van driven by Donker or a house attendant stationed at the Georgetown Inn.

In addition to house attendant, the job classifications within the housekeeping department are room attendant, turn-down attendant, lobby attendant, and laundry attendant. With the exception of laundry attendants, who work only at the Latham Hotel, the duties of the other classifications are identical at each hotel. For example, the room attendants at both hotels use the same techniques for making beds, perform the same cleaning functions, and must have the same qualifications. Room attendants at each hotel can and have performed duties at the other hotel without any additional training. The room attendants' uniforms are identical at each hotel, except that each hotel uses a different shade of green. Furthermore, laundry attendants sometimes work as room attendants or lobby attendants. Coleman has developed a room attendant performance grading system that is used at both hotels, but not at other Employer-managed properties. The system includes the use of a form with which room attendants are graded for the performance of over fifty tasks in each guest room. The performance grading system is used in connection with an incentive program, pursuant to which room attendants receive bonuses or recognition at an employee luncheon, or are assigned to retraining and counseling. The employee luncheons at which the bonuses are announced sometimes include

room attendants from both hotels, and sometimes are held separately. When the implementation of the new performance grading system was announced to the employees, it was done so at separate meetings at each hotel. At both hotels, each room attendant is expected to clean sixteen rooms per shift and they receive an incentive bonus for each additional room cleaned. Furthermore, Coleman prepares annual evaluations for each housekeeping employee, with input from the housekeeping supervisors.

The room attendants' work schedules are prepared each Thursday by Coleman and Assistant Executive Housekeeper Silvia Alaoui, after a meeting at which the projected occupancy rates for the following week are discussed. Shifts are allocated by seniority to the room attendants at the hotel where each employee typically works; each hotel has a separate seniority list for housekeeping department employees. If one of the hotels appears to need additional room attendants, while the other is unable to provide 40 hours of work to each room attendant, one or more of them is scheduled to work at the hotel in need. In addition, if the occupancy rates at each hotel change after the schedule is prepared, room attendants are assigned to the other hotel, as needed. Occasionally, a room attendant who usually is assigned to the Georgetown Inn is assigned to work in the laundry at the Latham Hotel. This has occurred as often as twice in one week for one Georgetown Inn room attendant. If a housekeeping employee is assigned to work a shift at the hotel where she or he normally does not work, she or he does not punch in. Rather, Coleman "keys in" the shift for the employee at her or his usual hotel. On the other hand, during periods when there are few employees on vacation or sick leave and there are only small deviations from the projected occupancy rates, the housekeeping employees do not generally work at the hotel to which they are not ordinarily assigned. For example, between August 25, 2000, and the commencement of the hearing on September 14, 2000, no Georgetown Inn housekeeping employee was scheduled in advance to work at the Latham Hotel.

The frequency with which housekeeping employees from one hotel work at the other varies greatly. Thus, within the past year, there have been weeks in which one employee worked at the hotel to which she or he was not usually assigned for two full shifts in one week, but there appear to be many weeks when there is no such interchange. Moreover, there have been occasions when a housekeeping employee was scheduled to work at the other hotel but did not due so because the staffing needs of each hotel changed after the schedule was made. At times, interchange for full shifts is not accurately recorded if it occurs after the schedule is posted. In general, it appears that most housekeeping employees are not scheduled to work at the hotel to which they are not usually assigned on a frequent basis, and much of the full-shift interchange involves about four employees who are assigned to a different hotel more frequently than other employees. It is highly unusual for a housekeeping employee to work a full shift at the hotel to which she or he is not assigned more than twice per week, and such interchange does not appear to occur with the same employee more than three times in one week.

In addition to scheduled shifts at the other hotel and situations where employees are told upon arrival to work an entire shift at the other hotel, there are times when a housekeeping employee will work a few hours at the hotel to which she or he is not typically assigned. On those occasions, the work location is not recorded on the schedule or in the Employer's computerized timekeeping system. For example, if there are not enough occupied rooms to

provide a room attendant a full eight-hour shift at the Georgetown Inn, she or he may be assigned to work in the laundry at the Latham Hotel for a few hours.

POSITIONS OF THE PARTIES

The Petitioner seeks to represent a unit of the Employer's housekeeping department employees who work at the Georgetown Inn. The Employer contends that the only appropriate unit is a multi-facility unit that includes housekeepers from the Georgetown Inn and the Latham Hotel. In support of that argument, the Employer asserts that those two hotels are integrated extensively, to the point that the Georgetown Inn employees do not have an identity separate from the employees working at the Latham Hotel.

CONCLUSIONS

A unit consisting of employees at a single location is presumptively an appropriate unit unless it has been so effectively merged into a more comprehensive unit, or is so functionally integrated that it has lost its separate identity. Rental Uniform Service, 330 NLRB No. 44, slip op. at 3 (1999); D&L Transportation, Inc., 324 NLRB 160 (1997); Dixie Belle Mills, 139 NLRB 629, 631 (1962). The Board considers factors such as centralized control over daily operations and labor relations; extent of autonomy in the local manager to handle day-to-day operations and to supervise the employees; similarity of skills, functions, and working conditions; the extent of employee interchange; geographic proximity; and bargaining history to determine whether the single location presumption has been rebutted. Rental Uniform Service slip op. at 2.

In the instant case, there is a substantial degree of centralized control over the daily operations and labor relations of the Georgetown Inn and the Latham Hotel.. Thus, the two hotels are managed by the same large management company. More important, however, is the centralized control present at these two hotels, which is not shared with other hotels managed by the Employer. For example, there is one general manager for both hotels who possesses and exercises a considerable degree of control over both properties. That control includes final approval of all hiring and termination decisions. In addition, the general manager exercises the highest level of control with respect to a wide variety of operational concerns of both hotels. Similarly, the two properties have only one human resources official who is involved, along with General Manager Bermingham, in hiring, discipline, terminations, and the determination of wages. With respect to the department in which the employees involved in this proceeding work, there is one executive housekeeper, who has a significant degree of supervisory authority over the housekeeping department employees working at both hotels. Although Jonathan Rundlett holds the title of hotel manager for the Georgetown Inn, the record does not indicate that he has substantial independent authority with respect to the general operations or labor relations of that hotel, particularly in view of his responsibilities as rooms division manager for both hotels.

In addition to centralized control over labor relations, I note that many aspects of the management of these properties is controlled by managers whose offices are located at the Latham Hotel. For example, there is one acting controller who handles both hotels' accounting

functions. One chief engineer is responsible for the physical plants of both properties. All sales and marketing employees work at the Latham Hotel, and no one who is physically located at the Georgetown Inn takes reservations for that hotel. More important to the community of interests shared by the employees in the housekeeping department, however, is the location of the hotels' primary laundry facility at the Latham Hotel. In that regard, housekeeping department employees at the Georgetown Inn make beds with sheets, and supply bathrooms with towels, that are laundered by housekeeping department employees located at the Latham Hotel.

I note that there are housekeeping department supervisors who work primarily at the Georgetown Inn, Erick Jackson and Zoila Bautista. Those supervisors do not, however, make the employees' schedules, and their input regarding evaluations is shared with Assistant Executive Housekeeper Silvia Alaoui and Executive Housekeeper Jonathan Coleman, who also have the same responsibilities with respect to the Latham Hotel. Unlike the local manager discussed in Rental Uniform Service, 330 NLRB No. 44, slip op at 2, no one at the Georgetown Inn has the authority to suspend employees without the active involvement of the human resources manager, who also is involved with lesser discipline.

With respect to the similarity of skills, functions, and working conditions, there is almost no difference between the housekeeping department employees at the Georgetown Inn and those working primarily at the Latham Hotel, with the exception of the laundry employees. They perform the same functions when cleaning guest rooms, lobbies, and other public areas, and are evaluated using the same criteria. As for the housekeeping department's laundry employees, although a group of employees usually work exclusively at that Latham Hotel facility, it is not unusual for Georgetown Inn housekeeping department employees to work there for a few hours or a full shift.

Employee interchange, although not described with absolute precision in the record, appears to be significant. Room attendants at each hotel are scheduled in advance to work at the other hotel when needed. In addition, such interchange with respect to full eight-hour shifts occurs after the schedules are posted from time to time. Another type of interchange, involving room attendants and other housekeeping department employees, that is, the performance of housekeeping duties for a few hours during a shift, also occurs as needed. These facts stand in sharp contrast with those of Rental Uniform Service, 330 NLRB No. 44, slip op at 2, where there was "no evidence of any temporary interchange."

Finally, the geographic proximity of the two properties militates in favor of a finding that the single facility presumption has been rebutted. Thus, the hotels are only three blocks from each other. When interchange occurs, and when managers travel from one hotel to the other to perform their usual duties, they usually walk.

Accordingly, for all of the reasons described above, I conclude that the unit described in the petition is not appropriate for the purposes of collective-bargaining. In that regard, the presumption in favor of a single location unit has been rebutted by evidence establishing that the Georgetown Inn housekeeping department unit has been merged into a two-facility unit, and that it is so functionally integrated with the Latham Hotel that it has lost its separate identity.

In sum, I find that the appropriate unit consists of:

All housekeeping department employees of the Employer, including housekeepers, room attendants, housemen, turn-down attendants, lobby attendants, and laundry attendants working at the Georgetown Inn and the Latham Hotel in Washington, D.C., but excluding all other employees, guards, and supervisors as defined in the Act, as amended.

There are approximately 41 employees in the unit found appropriate.

At the hearing, the Petitioner did not take a position regarding whether it would proceed to an election in any unit found appropriate. Because the unit that I find appropriate is broader than the petitioned-for unit, the Petitioner is granted fourteen (14) days from the date of this Decision to make an adequate showing of interest, if necessary. Should the Petitioner not wish to proceed to an election in the broader unit it will be permitted, upon request, to withdraw its petition without prejudice.

440-1700; 440-3375-1200